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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

PARKRIDGE LIMITED, a Hong Kong Corporation, by Mabel Mak and MABEL MAK, an individual.

## Plaintiffs.

V.

INDYZEN, INC., a California Corporation,  
and PRAVEEN NARRA KUMAR, an  
individual

## Defendants.

CASE NO. 16-CV-07387-JSW

## INDYZEN, INC.'S TRIAL BRIEF

## Final Pretrial Conference: February 7, 2022

Trial Date: February 28, 2022

Time: 9:00 a.m.

Dept.: Courtroom 5, 2<sup>nd</sup> Floor

Judge: Hon. Jeffrey S. White

INDYZEN, INC., a California Corporation,

## Counter-Claimant,

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PARKRIDGE LIMITED, a Hong Kong Corporation and RANDY GENE DOBSON, an individual

## Counter-Defendants.

25 Pursuant to the Guidelines for Trial and Final Pretrial Conference in Civil Bench Cases  
26 Before the Honorable Jeffrey S. White, Indyzen, Inc. hereby presents its Trial Brief.

27 This case arises from a failed business software venture. The facts are well developed, and  
28 multiple issues have been fully adjudicated in Arbitration.

1 On August 19, 2019, Arbitrator, Gary L. Benton, signed and issued a Final Award (“Final  
2 Award”) awarding Counter-Claimant Indyzen, Inc. (“Indyzen”) declaratory judgment as well as  
3 \$678,825.00 in attorneys’ fees and costs, assessed jointly and severally against Parkridge and  
4 Mabel Mak.<sup>1</sup> “The Award does not address payments due to Indyzen as that issue is expressly  
5 excluded by the arbitration clause” (*Id.* at 5 ¶ 20) “Nevertheless, Indyzen remains free to pursue  
6 recovery of amounts due under the contract in court.” (*Id.* at 48 FN 25) On March 2, 2020, by  
7 Order of this Court, the Final Award was Confirmed and an additional \$26,268.00 in attorney’s  
8 fees were awarded. (Dkt. Nos. 98 and 134)

9 The findings in the Award effectively resolved liability, i.e. that Indyzen performed and  
10 that Parkridge breached the contract, and the only triable issues are the damages to be awarded to  
11 Indyzen. Some of the key findings, with citation to the Award, are set forth below.

12        “The Morfit Agreement was signed in late 2015 months after the project was underway  
13 and some of the work had already been completed and delivered.” (*Id.* at 4 ¶ 15) “The venture  
14 worked well at the start and Indyzen received compliments for its work. But Parkridge failed to  
15 make timely payments for the work...” (*Id.* ¶ 16) “...Parkridge effectively terminated the  
16 engagement in early 2016.” (*Id.* at 5 ¶ 16)

17 | "IT IS DECLARED, as to all parties that:

18 (1) The Software Development Agreement and License  
19 Agreement dated January 5, 2015 (“the Morfit Agreement”)  
20 entered into by Parkridge Limited (“Parkridge”) and  
21 Indyzen, Inc. (“Indyzen”) was a valid and binding  
agreement, and payment, licensing and other terms survive  
any termination;

22 (2) Parkridge breached the Morfit Agreement by failing to make  
23 payments due, repudiating the Agreement and claiming  
ownership of the Morfit App;

24 | //

25 | //

26 | //

<sup>1</sup> The Final Award is at Dkt. No. 86-2, Gillette Decl., Exhibit A.

- (3) Indyzen has performed under the Morfit Agreement (and otherwise been excused from further performance by Parkridge's<sup>2</sup> breach for failure to make payments due);
- (4) Indyzen is the owner of all Phase II and III builds of the Morfit App (development beginning May 16, 2015); and,
- (5) No intellectual property rights have been transferred to Parkridge or any other entity as to any phase of the Morfit App development under the terms of the Morfit Agreement.”

(*Id.* at 96)

7       Indyzen's damages, exclusive of interest, costs, attorney's fees, the amounts awarded  
8 already which have not been paid, and the like, are three-fold: (1) \$490,000 for unpaid invoices  
9 (Count I); (2) \$550,000 per the promissory note signed by Parkridge's CEO Randy Dobson  
10 ("Dobson") on behalf of Parkridge (Count II); and (3) \$360,000 for additional amounts owed by  
11 Parkridge (Counts IV and V). The first two categories are straightforward and supported by the  
12 respective invoices and promissory note. The third category warrants a brief discussion for the  
13 Court's benefit.

14 The arrangement between Parkridge and Indyzen is that half of Indyzen's billings would  
15 be invoiced and the other half would be added to a promissory note. For many months, Indyzen  
16 invoiced \$100,000 per month and an additional \$100,000 was tacked on to the promissory note.  
17 Then, in late 2015, the parties discussed and agreed an accommodation to Parkridge such that  
18 Indyzen would only invoice \$80,000 per month with \$120,000 being added to the promissory  
19 note each month. The discussion was confirmed in emails and Parkridge's counsel prepared draft  
20 documents reflecting same. Dobson never objected but never signed the document. Instead, he  
21 allowed Indyzen to bill \$80,000 for the next 3 months. The \$490,000 invoice amount in Count I  
22 includes the 3 months of invoices at \$80,000 per month. The \$550,000 promissory note amount  
23 in Count II does not include any amount for those three months. The principal amount of  
24 \$360,000 is therefore sought reflecting the three months at \$120,000 per month.

1       Indyzen respectfully requests this court grant the amounts owed under the Morfit  
2 Agreement, its attorneys' fees, costs of suit herein, and requests further requests the court grant  
3 Indyzen such other relief as it deems just and proper.

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5 Date: January 24, 2021

STRUCTURE LAW GROUP, LLP

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7 By: /s/ Mark. R. Figueiredo

8           Mark R. Figueiredo, Esq.  
9           Attorney for INDYZEN, INC.  
10           and PRAVEEN NARRA KUMAR

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